

NEW YORK — ONLY

NOTICE TO INSURED:-

RENEWAL FIRST AND FINAL NOTICE

Non payment of renewal premium constitutes an election on your part not to renew the policy, therefore, your automobile policy will not be renewed by our Company at expiration and all coverage will be terminated on that date, standard time, at the address shown in the policy. We are required to file a notice of termination of your coverage with the Commissioner of Motor Vehicles.

TERMINATION OF ASSIGNMENT:-

All coverage will be terminated on the expiration date indicated, standard time, at the address shown in the policy and we will file a notice of termination of your coverage with the Commissioner of Motor Vehicles State of New York.

NOTICE: UNDER TERMS OF THE NEW YORK STATE MOTOR VEHICLE FINANCIAL SECURITY ACT, YOU ARE REQUIRED TO MAINTAIN PROOF OF FINANCIAL SECURITY CONTINUOUSLY THROUGHOUT THE REGISTRATION PERIOD OF THE MOTOR VEHICLE(S) DESCRIBED IN THE POLICY REFERRED TO HEREIN AND FAILURE TO MAINTAIN SUCH PROOF OF FINANCIAL SECURITY REQUIRES REVOCATION OF THE REGISTRATION OF THE MOTOR VEHICLE(S), UNLESS THE REGISTRATION CERTIFICATE AND NUMBER PLATES OF SUCH VEHICLE(S) HAVE BEEN SURRENDERED TO THE COMMISSIONER PRIOR TO THE TIME AT WHICH THE TERMINATION BECOMES EFFECTIVE.

- ☐ THE EMPLOYERS' LIABILITY ASSURANCE
☐ COMMERCIAL UNION INSURANCE COMPANY
☐ AMERICAN EMPLOYERS' INSURANCE COMPANY

The policy listed below has been issued on the basis of investigation. Should investigation indicate the applicant is not cancellation in accordance with the plan.

Completion of our usual investigation assigned risk plan, the policy is subject to

PREMIUMS MUST BE RECEIVED IN COMPANY OFFICE AS REQUIRED BY PLAN, OR WITHIN 30 DAYS OF DATE HEREOF ON NEW BUSINESS AND ENDORSEMENTS. PREMIUMS MUST BE RECEIVED IN COMPANY OFFICE AS REQUIRED BY PLAN, OR WITHIN 15 DAYS PRIOR TO EFFECTIVE DATE OF RENEWAL, OTHERWISE CANCELLATION NOTICE WILL BE SENT.

INSURED
 NAME
 STREET
 CITY

THEODORE HOLM NELSON
 19 FISHERS MINE ROAD
 PORT MURRAY, N.J. 07865

STATE

(26)

PAY YOUR AGENT OR BROKER IN AMPLE TIME TO PERMIT HIM TO FORWARD THE PREMIUM TO THE COMPANY IN THE TIME SPECIFIED.

Balance of \$3
 sent to co.
 on 16 Aug.

MEMO TO INSURED
☐ The balance or additional premium shown in item _____ is due before _____.
☐ Your policy expires _____ 12:01 A.M. The renewal premium will be \$ _____. THIS IS A MEMORANDUM ONLY, NOT A BINDER OR POLICY.
☐ We shall NOT renew because the normal period of assignment has expired. If coverage cannot be secured through regular channels, it is suggested that re-application be made to the ASSIGNED RISK PLAN. EXPIRATION DATE _____ 12:01 A.M.

Notice to Producer
 PLEASE IDENTIFY ALL CORRESPONDENCE AND REMITTANCES BY NAMED INSURED, POLICY NUMBER, AND AS "ASSIGNED RISK".
☐ DEDUCT COMMISSION OF \$ _____ AND FORWARD NET PREMIUM TO THE COMPANY WITH THIS COPY.
☐ You will receive a check shortly for the return premium due the insured less your commission.
 SEND CHECK FOR GROSS RETURN PREMIUM TO THE NAMED INSURED.

ARP-18C (10/1/64 ED.)	AUTOMOBILE ASSIGNED RISK PLAN OF STATE OF	POLICY NUMBER	POLICY PERIOD	STAT. TERR. CODE	Orig. Policy	1st Renew.	2nd Renew.	CHECK IF APPLICABLE			
		NJ E-J 7293-11	6/27/70-6/27/71	29	X	<input type="checkbox"/>	<input type="checkbox"/>	Truckman Beyond 150 Mile Radius	I.C.C. Filing Required	Stat. Pol. N.Y. State Only	Fin. Resp. Reqd.

FOR ASSIGNED RISK PLAN USE ONLY	COMPANY CODE	TRANSACTION CODE	STATE CODE	DOUBLE CREDIT	EFFECTIVE DATE	REPORTING MONTH	TERR. CODE
					↑		↑

1. ORIGINAL <input checked="" type="checkbox"/> X OR 2. RENEWAL <input type="checkbox"/>	DATE ASSIGNED	DATE RECEIVED	ANNUAL PREM.	BALANCE PREM.	DEPOSIT PREM.	VEHICLES WRITTEN NO.	VEHICLES WRITTEN TYPE	AMOUNT OF ASSIGNED RISK SURCHARGE	PERCENT OF ASSIGNED RISK SURCHARGE	PRIVATE PASSENGER CLASS
			103.00		100.00	1	PP			4B+1
			OTHER							COMMERCIAL CLASS

3. CANCEL- ATION <input type="checkbox"/>	Priv. Pass.	UNEARNED PREM.	EARNED PREM.	EFFECTIVE DATE	NO. AND CLASS OF VEHICLE AND AR SURCHARGE %	REASON <input type="checkbox"/> INSURED'S REQUEST. <input type="checkbox"/> NONPAYMENT OF PREMIUM <input type="checkbox"/> CO. REQUEST (ATTACH LETTER OF EXPLANATION) <input type="checkbox"/> OTHER _____
4. ENDORSE- MENT <input type="checkbox"/>	Priv. Pass.	RETURN PREMIUM	ADDITIONAL PREM.	EFFECTIVE DATE		
	Other					

5. POLICY NOT ISSUED	VEHICLES ASSIGNED NO.	TYPE	REASON <input type="checkbox"/> RENEWAL QUOTATION NOT ACCEPTED BY INSURED <input type="checkbox"/> INSURED MOVED, LEFT NO FORWARDING ADDRESS <input type="checkbox"/> THREE YEAR ASSIGNMENT PERIOD EXPIRED <input type="checkbox"/> OTHER _____
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PRODUCER

NAME ALLEN RUSSELL & ALLEN, INC.

30 EAST 42nd st.
 STREET NEW YORK, N.Y. 10017

CITY

STATE

DATE 7/20/70

SIGNED

M. ALLEGRIANO

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

BASIC — BASIC COMBINATION

AUTOMOBILE

A 872

AL 6225
(Ed. 7-66)

LIMITATION OF ADDITIONAL INTERESTS—LOADING AND UNLOADING

This endorsement, effective _____, forms a part of policy No. _____
(12:01 A. M., standard time)

issued to

by

ASSIGNED RISK

Authorized Representative

It is agreed that the insurance for Bodily Injury Liability and Property Damage Liability does not apply to injury, sickness, disease, death or destruction which arises out of the loading or unloading of an automobile, provided that this limitation does not apply with respect to claims made or suits brought against the following insureds:

- (a) the named insured or, if the named insured is an individual, his spouse, if a resident of the same household;
- (b) a lessee or borrower of the automobile or an employee of either of them or of the named insured;
- (c) any other person or organization but only with respect to his or its liability because of acts or omissions of an insured under (a) or (b) above.

AUTOMOBILE LIABILITY & PHYSICAL DAMAGE POLICY



The Company issuing this policy is indicated by the first letter in the POLICY NUMBER, as follows:

Employers Commercial Union Companies
BOSTON, MASS.

EMPLOYERS COMMERCIAL UNION INSURANCE COMPANY OF AMERICA — E
THE NORTHERN ASSURANCE COMPANY OF AMERICA — N
AMERICAN EMPLOYERS' INSURANCE COMPANY — A
THE EMPLOYERS' FIRE INSURANCE COMPANY — F
A STOCK COMPANY

POLICY NUMBER
E-J-7293-71

DECLARATIONS

Named Insured and Mail Address: (No., Street, Town or City, County, State, Zip Code)

Item 1. • **THEODOR HOLM NELSON**
19 FISHERS MINE ROAD
PORT MURRAY, N.J. 07865 (26)

Policy Period: (Mo. Day Yr.)

From **JUNE 27, 1970** to **JUNE 27, 1971**

12:01 A.M., standard time at the address of the named insured as stated herein.

Occupation of the named insured is
(If married woman, state husband's occupation)

COMPUTER CONSULTANT

Item 2. Unless otherwise stated herein: (a) the automobile will be principally garaged in the above town, county and state; (b) the purposes for which the automobile is to be used are "pleasure and business."

Item 3. Description of the automobile and facts respecting its purchase by the named insured:

CAR	Year of Model	Trade Name, Model	Body Type; Truck Size; Truck Load Capacity; Tank Gallonage Capacity; or Bus Seating Capacity	Identification Number (I), Serial Number (S), or Motor Number (M)	BHP	F.O.B. List Price or Delivered Price at Factory	Rating Class	SDIP Sub Class	Rating Symbol	Actual Cost When Purchased Including Equipment	Purchased Month, Year, Used (U)	New (N)
1.	1969	JONELIN	MDTP.	S#A90797T117023			4B+1					
2.				()								
3.				()								

Item 4. The insurance afforded is only with respect to such and so many of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

LINE SYMBOL	PREMIUMS			LIMITS OF LIABILITY		COVERAGES
	CAR 1	CAR 2	CAR 3			
X	\$ 63.00	\$	\$	\$ 10,000	each person	A. Bodily Injury Liability
X	\$	\$	\$	\$ 20,000	each accident	
X	\$	\$	\$	\$	each person	C. Automobile Medical Payments
SUB-TOTAL	\$	\$	\$			
XPDL	\$ 35.00	\$	\$	\$ 5,000	each accident	B. Property Damage Liability
XPDS	\$	\$	\$	ACV*, less \$	Deductible	E. Collision or Upset
XF&T	\$	\$	\$	\$		D. Comprehensive (Loss of or Damage to the Automobile, Except by Collision or Upset, but including Fire, Theft and Windstorm)
XF&T	\$	\$	\$	\$		F. Fire, Lightning and Transportation
XF&T	\$	\$	\$	\$		G. Theft (Broad Form)
XF&T	\$	\$	\$	\$	Less \$25 Deductible**	H. Combined Additional Coverage
XF&T	\$	\$	\$	\$	per disablement	I. Towing and Labor Costs
XF&T SUB-TOTAL	\$	\$	\$			
TOTAL	\$ 5.00	\$	\$	UN.M 10/20/5		Other Coverages:
POLICY TOTAL	\$ 103.00					

Any loss under Coverages D, E, F, G and H is payable as interest may appear to the named insured and

NONE OTHER

Item 5. Designation of insured for purposes of Division 2 of Coverage C, if required by Insuring Agreement III:

KENNETH E. CURRAN
Regional Vice President
NEW JERSEY DEPT.

Item 6. Unless otherwise stated herein: (a) except with respect to bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance, the named insured is the sole owner of the automobile; (b) during the past three years no insurer has canceled insurance, issued to the named insured similar to that afforded hereunder.

NO EXCEPTIONS

Countersigned

Per *[Signature]*
(Authorized Agent)

G4303-11 (ECU)

(a) under coverages D, E, F, G, H and I, while the automobile is used in any trade or transportation;
(s) under coverages D, E, F, G, H and I, to loss due to radioactive contamination;
(t) I. Under any Liability Coverage, to injury, sickness, disease, death or destruction

nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

CONDITIONS

1. Notice of Accident—Coverages A, B and C. When an accident occurs written notice shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable. Such notice shall contain particulars

pilferage, to the police but shall not, except at his own cost, offer or pay any reward for recovery of the automobile;
(c) file proof of loss with the company within sixty days after the occurrence of loss unless such time is extended in writing by the company, in the form of

The Insurance Company Issuing This Policy
(A Stock Insurance Company, herein called the Company)
BOSTON, MASSACHUSETTS

Agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

INSURING AGREEMENTS

I Coverage A—Bodily Injury Liability. To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by any person, caused by accident and arising out of the ownership, maintenance or use of the automobile.

Coverage B—Property Damage Liability. To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of the automobile.

Coverage C—Automobile Medical Payments. To pay all reasonable expenses incurred within one year from the date of accident for necessary medical, surgical and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services:

Division 1. To or for each person who sustains bodily injury, sickness or disease, caused by accident, while in or upon or while entering into or alighting from the automobile, provided the automobile is being used by the named insured or his spouse if a resident of the same household, or with the permission of either; or

Division 2. To or for each insured who sustains bodily injury, sickness or disease, caused by accident, while in or upon, or while entering into or alighting from, or through being struck by, an automobile.

Coverage D—Comprehensive Loss or Damage to the Automobile, Except by Collision or Upset. To pay for direct and accidental loss of or damage to the automobile, hereinafter called loss, except loss caused by collision of the automobile with another object or by upset of the automobile or by collision of the automobile with a vehicle to which it is attached. Breakage of glass and loss caused by missiles, falling objects, fire, theft, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion shall not be deemed loss caused by collision or upset.

Coverage E—Collision or Upset. To pay for direct and accidental loss of or damage to the automobile, hereinafter called loss, caused by collision of the automobile with another object or by upset of the automobile, but only for the amount of each such loss in excess of the deductible amount, if any, stated in the declarations as applicable hereto.

Coverage F—Fire, Lightning and Transportation. To pay for direct and accidental loss of or damage to the automobile, hereinafter called loss, caused (a) by fire or lightning, (b) by smoke or smudge due to a sudden, unusual and faulty operation of any fixed heating equipment serving the premises in which the automobile is located, or (c) by the stranding, sinking, burning, collision or derailment of any conveyance in or upon which the automobile is being transported.

Coverage G—Theft (Broad Form). To pay for loss of or damage to the automobile, hereinafter called loss, caused by theft, larceny, robbery or pilferage.

Coverage H—Combined Additional Coverage. To pay for direct and accidental loss of or damage to the automobile, hereinafter called loss, caused by windstorm, hail, earthquake, explosion, riot or civil commotion, or the forced landing or falling of any aircraft or of its parts or equipment, flood or rising waters, malicious mischief or vandalism, external discharge or leakage of water except loss resulting from rain, snow or sleet whether or not wind-driven; provided, with respect to each automobile \$25 shall be deducted from each loss caused by malicious mischief or vandalism.

Coverage I—Towing and Labor Costs. To pay for towing and labor costs necessitated by the disablement of the automobile, provided the labor is performed at the place of disablement.

II Defense, Settlement, Supplementary Payments. With respect to such insurance as is afforded by this policy for bodily injury liability and for property damage liability, the company shall:

(a) defend any suit against the insured alleging such injury, sickness, disease or destruction and seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but the company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient;

(b)(1) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended suit, the cost of bail bonds required of the insured in the event of accident or traffic law violation during the policy period, not to exceed \$100 per bail bond, but without any obligation to apply for or furnish any such bonds; (2) pay all expenses incurred by the company, all costs taxed against the insured in any such suit and all interest accruing after entry of judgment until the company has paid or tendered or deposited in court such part of such judgment as does not exceed the limit of the company's liability thereon; (3) pay expenses incurred by the insured for such immediate medical and surgical relief to others as shall be imperative at the time of the accident; (4) reimburse the insured for all reasonable expenses, other than loss of earnings, incurred at the company's request; and the amounts so incurred, except settlements of claims and suits, are payable by the company in addition to the applicable limit of liability of this policy.

III Definition of Insured. (a) With respect to the insurance for bodily injury liability and for property damage liability the unqualified word "insured" includes the named insured and, if the named insured is an individual, his spouse if a resident of the same household, and also includes any person while using the automobile and any person or organization legally responsible for the use thereof, provided the actual use of the automobile is by the named insured or such spouse or with the permission of either. The insurance with respect to any person or organization other than the named insured or such spouse does not apply: (1) to

such other person or organization. Insuring Agreement III does not apply to this insurance.

(b) Under division 1 of coverage C, this insurance applies only if the injury results from the operation of such other automobile by such named insured or spouse or on behalf of either by a private chauffeur or domestic servant of such named insured or spouse, or from the occupancy of said automobile by such named insured or spouse.

(c) Under coverage E, this insurance applies only with respect to a private passenger automobile while being operated or used by such named insured or spouse. Exclusion (k) does not apply to this insuring agreement.

(d) This insuring agreement does not apply: (1) to any automobile owned by or furnished for regular use to either the named insured or a member of the same household other than a private passenger automobile; (2) to any automobile

but this provision does not apply to a resident of the same household as the named insured, to a partnership in which such resident or the named insured is a partner, or to any partner, agent or employee of such resident or partnership; (2) to any employee with respect to injury to or sickness, disease or death of another employee of the same employer injured in the course of such employment in an accident arising out of the maintenance or use of the automobile in the business of such employer. (b) With respect to the insurance under division 2 of coverage C the unqualified word "insured" means: (1) the named insured, if an individual or husband and wife who are residents of the same household, otherwise the person designated in Item 5 of the declarations, and (2) while residents of the same household as the named insured or such designated person, his spouse and the relatives of either; provided, if such named insured or designated person shall die, this insurance shall cover any person who was an insured at the time of such death.

IV Automobile Defined, Trailers, Private Passenger Automobile, Two or More Automobiles.

(a) **Automobile.** Except with respect to division 2 of coverage C and except where stated to the contrary, the word "automobile" means:

(1) **Described Automobile**—the motor vehicle or trailer described in this policy or, if none is so described, with respect to coverages A, B and division 1 of coverage C, any private passenger automobile owned on the effective date of this policy by the named insured or by his spouse if a resident of the same household;

(2) **Trailer**—under coverages A, B and division 1 of coverage C, a trailer not described in this policy, if designed for use with a private passenger automobile, if not being used for business purposes with another type automobile, and under division 1 of coverage C, if not a home, office, store, display or passenger trailer;

(3) **Temporary Substitute Automobile**—under coverages A, B and division 1 of coverage C, an automobile not owned by the named insured or his spouse if a resident of the same household, while temporarily used as a substitute for the described automobile when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;

(4) **Newly Acquired Automobile**—an automobile, ownership of which is acquired by the named insured or his spouse if a resident of the same household, if (i) it replaces an automobile owned by either and covered by this policy, or the company insures all automobiles owned by the named insured and such spouse on the date of its delivery, and (ii) the named insured or such spouse notifies the company within thirty days following such delivery date; but such notice is not required under coverages A, B and division 1 of coverage C, if the newly acquired automobile replaces an owned automobile covered by this policy. The insurance with respect to the newly acquired automobile does not apply to any loss against which the named insured or such spouse has other valid and collectible insurance. Under coverages D, E, F, G and H, when a limit of liability is expressed in the declarations as a stated amount, such limit as to the newly acquired automobile shall be replaced by the actual cash value. The named insured shall pay any additional premium required because of the application of the insurance to such newly acquired automobile.

The word "automobile" also includes under coverages D, E, F, G and H its equipment and other equipment permanently attached thereto.

Under division 2 of coverage C, the word "automobile" means a land motor vehicle or trailer not operated on rails or crawler-treads, but does not mean: (1) a farm type tractor or other equipment designed for use principally off public roads, except while actually upon public roads, or (2) a land motor vehicle or trailer while located for use as a residence or premises and not as a vehicle.

(b) **Private Passenger Automobile.** The term "private passenger automobile" means a private passenger, station wagon or jeep type automobile, and also includes under coverages A, B and division 1 of coverage C any automobile the purposes of use of which are stated in the declarations as "pleasure and business".

(c) **Semitrailer.** The word "trailer" includes semitrailer.

(d) **Two or More Automobiles.** When two or more automobiles are insured hereunder, the terms of this policy shall apply separately to each, but a motor vehicle and a trailer or trailers attached thereto shall be held to be one automobile as respects limits of liability under coverages A and B and separate automobiles as respects limits of liability, including any deductible provisions, under coverages D, E, F, G, H and I.

(e) **Purposes of Use.** (1) The term "pleasure and business" is defined as personal, pleasure, family and business use. (2) The term "commercial" is defined as use principally in the business occupation of the named insured as stated in the declarations, including occasional use for personal, pleasure, family and other business purposes. (3) Use of the automobile for the purposes stated includes the loading and unloading thereof.

V Use of Other Automobiles. If the named insured is an individual or husband and wife and if during the policy period such named insured, or the spouse of such individual if a resident of the same household, owns a private passenger automobile covered by this policy, such insurance as is afforded by this policy under coverages A, B, division 1 of coverage C and E with respect to said automobile applies with respect to any other automobile, subject to the following provisions:

(a) With respect to the insurance for bodily injury liability and for property damage liability, the unqualified word "insured" includes (1) such named insured

named insured for expense not exceeding \$5 for any one day nor totaling more than \$150 or the actual cash value of the automobile at time of theft, whichever is less, incurred for the rental of a substitute automobile, including taxicabs. Such reimbursement is payable by the company in addition to the applicable limit of liability of this policy.

Reimbursement is limited to such expense incurred during the period commencing seventy-two hours after such theft has been reported to the company and the police and terminating, regardless of expiration of the policy period, on the date the whereabouts of the automobile becomes known to the named insured or the company or on such earlier date as the named insured or the company may settle for such expense.

such other person or organization. Insuring Agreement III does not apply to this insurance.

(b) Under division 1 of coverage C, this insurance applies only if the injury results from the operation of such other automobile by such named insured or spouse or on behalf of either by a private chauffeur or domestic servant of such named insured or spouse, or from the occupancy of said automobile by such named insured or spouse.

(c) Under coverage E, this insurance applies only with respect to a private passenger automobile while being operated or used by such named insured or spouse. Exclusion (k) does not apply to this insuring agreement.

(d) This insuring agreement does not apply: (1) to any automobile owned by or furnished for regular use to either the named insured or a member of the same household other than a private chauffeur or domestic servant of such named insured or spouse; (2) to any accident arising out of the operation of an automobile sales agency, repair shop, service station, storage garage or public parking place; (3) under coverages A, B or division 1 of coverage C, to any automobile while used in a business or occupation of such named insured or spouse except a private passenger automobile operated or occupied by such named insured, spouse, private chauffeur or domestic servant; (4) under coverage E, to any loss when there is any other insurance which would apply thereto in the absence of this insuring agreement, whether such other insurance covers the interest of the named insured or spouse, the owner of the automobile or any other person or organization.

VI Loss of Use by Theft—Rental Reimbursement. The company, following a theft covered under this policy of the entire automobile, shall reimburse the

named insured for expense not exceeding \$5 for any one day nor totaling more than \$150 or the actual cash value of the automobile at time of theft, whichever is less, incurred for the rental of a substitute automobile, including taxicabs. Such reimbursement is payable by the company in addition to the applicable limit of liability of this policy.

Reimbursement is limited to such expense incurred during the period commencing seventy-two hours after such theft has been reported to the company and the police and terminating, regardless of expiration of the policy period, on the date the whereabouts of the automobile becomes known to the named insured or the company or on such earlier date as the company makes or tenders settlement for such theft.

Such reimbursement shall be made only if the stolen automobile was a private passenger automobile not used as a public or livery conveyance and not owned and held for sale by an automobile dealer.

VII General Average and Salvage Charges. The company, with respect to such transportation insurance as is afforded by this policy, shall pay any general average and salvage charges for which the named insured becomes legally liable.

VIII Policy Period, Territory, Purposes of Use. This policy applies only to accidents which occur and to direct and accidental losses to the automobile which are sustained during the policy period, while the automobile is within the United States of America, its territories or possessions, or Canada, or is being transported between ports thereof and, if a "described automobile" under Insuring Agreement IV, is owned, maintained and used for the purposes stated as applicable thereto in the declarations.

EXCLUSIONS

This policy does not apply:

- (a) except under division 2 of coverage C, while the automobile is used as a public or livery conveyance, unless such use is specifically declared and described in this policy;
- (b) under coverages A and B, to liability assumed by the insured under any contract or agreement;
- (c) under coverages A and B, while the automobile is used for the towing of any trailer owned or hired by the insured and not covered by like insurance in the company; or while any trailer covered by this policy is used with any automobile owned or hired by the insured and not covered by like insurance in the company;
- (d) under coverage A, to bodily injury to or sickness, disease or death of any employee of the insured arising out of and in the course of (1) domestic employment by the insured, if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law, or (2) other employment by the insured;
- (e) under coverage A, to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (f) under coverage B, to injury to or destruction of property owned or transported by the insured, or property rented to or in charge of the insured other than a residence or private garage injured or destroyed by a private passenger automobile covered by this policy;
- (g) under division 1 of coverage C, to bodily injury to or sickness, disease or death of any employee of the named insured or spouse arising out of and in the course of (1) domestic employment by the named insured or spouse, if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law, or (2) other employment by the named insured or spouse;
- (h) under coverage C, to bodily injury to or sickness, disease or death of any person who is an employee of an automobile sales agency, repair shop, service station, storage garage or public parking place, if the accident arises out of the operation thereof and if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;
- (i) under division 2 of coverage C, to bodily injury to or sickness, disease or death of an insured sustained while in or upon or while entering into or alighting from an automobile owned by any insured;
- (j) to injury, sickness, disease, death or loss due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing, (1) with respect to expenses under Insuring Agreement II (b)(3) or under coverage C, or (2) under coverages D, E, F, G, H and I;
- (k) under coverages D, E, F, G, H and I, if the automobile is or at any time becomes subject to any bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance not specifically declared and described in this policy;
- (l) under coverages D, E, F, G, H and I, to any damage to the automobile which is due and confined to wear and tear, freezing, mechanical or electrical breakdown or failure, unless such damage is the result of other loss covered by this policy;
- (m) under coverages D, E, F, G, H and I, to robes, wearing apparel or personal effects;
- (n) under coverages D, E, F, G, H and I, to tires unless damaged by fire or stolen or unless such loss be coincident with and from the same cause as other loss covered by this policy;
- (o) under coverages D and G, to loss due to conversion, embezzlement or secretion by any person in possession of the automobile under a bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance;
- (p) under coverage E, to breakage of glass if insurance with respect to such breakage is otherwise afforded;
- (q) under coverages D, E, F, G, H and I, to loss due to confiscation by duly constituted governmental or civil authority;
- (r) under coverages D, E, F, G, H and I, while the automobile is used in any illicit trade or transportation;
- (s) under coverages D, E, F, G, H and I, to loss due to radioactive contamination;
- (t) I. Under any Liability Coverage, to injury, sickness, disease, death or destruction

(a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

(a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;

(b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this exclusion:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or by-product material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph

(a) or (b) thereof;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste.

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operation;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

CONDITIONS

1. Notice of Accident—Coverages A, B and C. When an accident occurs written notice shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the insured and also reasonably obtainable information respecting the time, place and circumstances of the accident, the names and addresses of the injured and of available witnesses.

pilferage, to the police but shall not, except at his own cost, offer or pay any reward for recovery of the automobile;

(c) file proof of loss with the company within sixty days after the occurrence of loss, unless such time is extended in writing by the company, in the form of a sworn statement of the named insured setting forth the interest of the named insured and of all others in the property affected, any encumbrances

(t) I. Under any Liability Coverage, to injury, sickness, disease, or destruction

CONDITIONS

1. Notice of Accident—Coverages A, B and C. When an accident occurs written notice shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the insured and also reasonably obtainable information respecting the time, place and circumstances of the accident, the names and addresses of the injured and of available witnesses.

2. Notice of Claim or Suit—Coverages A and B. If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

3. Limits of Liability—Coverage A. The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by one person as the result of any one accident; the limit of such liability stated in the declarations as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by two or more persons as the result of any one accident.

4. Limit of Liability—Coverage B. The limit of property damage liability stated in the declarations as applicable to "each accident" is the total limit of the company's liability for all damages arising out of injury to or destruction of all property of one or more persons or organizations, including the loss of use thereof, as the result of any one accident.

5. Limit of Liability—Coverage C. The limit of liability for automobile medical payments stated in the declarations as applicable to "each person" is the limit of the company's liability for all expenses incurred by or on behalf of each person or insured who sustains bodily injury, sickness, disease or death as the result of any one accident.

6. Severability of Interests—Coverages A and B. The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

7. Action Against Company—Coverages A and B. No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the company as a co-defendant in any action against the insured to determine the insured's liability.

Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

8. Action Against Company—Coverage C. No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until thirty days after the required proofs of claim have been filed with the company.

9. Financial Responsibility Laws—Coverages A and B. When this policy is certified as proof of financial responsibility for the future under the provisions of the motor vehicle financial responsibility law of any state or province, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law which shall be applicable with respect to any such liability arising out of the ownership, maintenance or use of the automobile during the policy period, to the extent of the coverage and limits of liability required by such law, but in no event in excess of the limits of liability stated in this policy. The insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

10. Assault and Battery—Coverages A and B. Assault and battery shall be deemed an accident unless committed by or at the direction of the insured.

11. Medical Reports; Proof and Payment of Claim—Coverage C. As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require.

The company may pay the injured person or any person or organization rendering the services and such payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

12. Named Insured's Duties When Loss Occurs—Coverages D, E, F, G, H and I. When loss occurs, the named insured shall:

- protect the automobile, whether or not the loss is covered by this policy, and any further loss due to the named insured's failure to protect shall not be recoverable under this policy; reasonable expense incurred in affording such protection shall be deemed incurred at the company's request;
- give notice thereof as soon as practicable to the company or any of its authorized agents and also, in the event of theft, larceny, robbery or

pilferage, to the police but shall not, except at his own cost, offer or pay any reward for recovery of the automobile;

- file proof of loss with the company within sixty days after the occurrence of loss, unless such time is extended in writing by the company, in the form of a sworn statement of the named insured setting forth the interest of the named insured and of all others in the property affected, any encumbrances thereon, the actual cash value thereof at time of loss, the amount, place, time and cause of such loss, the amount of rental or other expense for which reimbursement is provided under this policy, together with original receipts therefor, and the description and amounts of all other insurance covering such property.

Upon the company's request, the named insured shall exhibit the damaged property to the company and submit to examinations under oath by anyone designated by the company, subscribe the same and produce for the company's examination all pertinent records and sales invoices, or certified copies if originals be lost, permitting copies thereof to be made, all at such reasonable times and places as the company shall designate.

13. Appraisal—Coverages D, E, F, G, H and I. If the named insured and the company fail to agree as to the amount of loss, each shall, on the written demand of either, made within sixty days after receipt of proof of loss by the company, select a competent and disinterested appraiser, and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen days to agree upon such umpire, then, on the request of the named insured or the company, such umpire shall be selected by a judge of a court of record in the county and state in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately the actual cash value at the time of loss and the amount of loss, and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The named insured and the company shall each pay his or its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

The company shall not be held to have waived any of its rights by any act relating to appraisal.

14. Limit of Liability; Settlement Options; No Abandonment—Coverages D, E, F, G and H. The limit of the company's liability for loss shall not exceed either (1) the actual cash value of the automobile, or if the loss is of a part thereof the actual cash value of such part, at time of loss or (2) what it would then cost to repair or replace the automobile or such part thereof with other of like kind and quality, with deduction for depreciation, or (3) the applicable limit of liability stated in the declarations.

The company may pay for the loss in money or may repair or replace the automobile or such part thereof, as aforesaid, or may return any stolen property with payment for any resultant damage thereto at any time before the loss is paid or the property is so replaced, or may take all or such part of the automobile at the agreed or appraised value but there shall be no abandonment to the company.

15. Payment for Loss; Action Against Company—Coverages D, E, F, G, H and I. No action shall lie against the company unless, as a condition precedent thereto, the named insured shall have fully complied with all the terms of this policy nor until thirty days after proof of loss is filed and the amount of loss is determined as provided in this policy.

16. No Benefit to Bailee—Coverages D, E, F, G, H and I. The insurance afforded by this policy shall not enure directly or indirectly to the benefit of any carrier or bailee liable for loss to the automobile.

17. Assistance and Cooperation of the Insured—Coverages A, B, D, E, F, G, H and I. The insured shall cooperate with the company and, upon the company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of accident.

18. Subrogation—Coverages A, B, D, E, F, G, H and I. In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

19. Other Insurance—Coverages A, B, D, E, F, G, H and I. If the insured has other insurance against a loss covered by this policy the company shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability stated in the declarations bears to the total applicable limit of liability of all valid and collectible insurance against such loss; provided, however, under coverages A and B the insurance with respect to temporary substitute automobiles under Insuring Agreement IV or other automobiles under Insuring Agreement V shall be excess insurance over any other valid and collectible insurance.

20. Other Insurance—Coverage C. Under division 1 of coverage C, the insurance with respect to temporary substitute automobiles under Insuring Agreement IV or other automobiles under Insuring Agreement V shall be excess insurance over any other valid and collectible automobile medical payments insurance.

Under division 2 of coverage C, the insurance shall be excess over any other valid and collectible automobile medical payments insurance available to an insured under any other policy.

21. Changes. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy

with respect to injury to or destruction of property. "destruction" includes all forms of radioactive contamination of property.

With respect to injury to or destruction of property, the word "insured" includes (1) such named insured

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

BASIC — BASIC COMBINATION

AUTOMOBILE

A 872

AL 6225
(Ed. 7-66)

LIMITATION OF ADDITIONAL INTERESTS—LOADING AND UNLOADING

This endorsement, effective _____, forms a part of policy No. _____
(12:01 A. M., standard time)

issued to

by

ASSIGNED RISK

.....
Authorized Representative

It is agreed that the insurance for Bodily Injury Liability and Property Damage Liability does not apply to injury, sickness, disease, death or destruction which arises out of the loading or unloading of an automobile, provided that this limitation does not apply with respect to claims made or suits brought against the following insureds:

- (a) the named insured or, if the named insured is an individual, his spouse, if a resident of the same household;
- (b) a lessee or borrower of the automobile or an employee of either of them or of the named insured;
- (c) any other person or organization but only with respect to his or its liability because of acts or omissions of an insured under (a) or (b) above.